

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF COLLEGE STATION AND  
COLLEGE STATION INDEPENDENT SCHOOL DISTRICT  
FOR THE CONSTRUCTION OF TENNIS COURTS  
ON THE WILLOWBRANCH CAMPUS**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between and the CITY OF COLLEGE STATION, TEXAS (hereinafter referred to as "City"), a Texas Home Rule Municipal Corporation, and COLLEGE STATION INDEPENDENT SCHOOL DISTRICT (hereinafter referred to as "CSISD"), acting through its the Board of Trustees.

WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested, such as administrative functions, planning, and engineering;

WHEREAS, the City of College Station is a Home Rule Municipal Corporation organized under the laws of Texas and is authorized to enter into this Agreement pursuant to Article II, Section 5 of its City Charter;

WHEREAS, COLLEGE STATION INDEPENDENT SCHOOL DISTRICT represents it is independently authorized to perform those functions or services contemplated by this Agreement;

WHEREAS, the City agrees to cooperate with CSISD in the construction of tennis courts on the Willowbranch campus for the mutual benefit of both parties;

WHEREAS, CSISD agrees to contract for the construction of the tennis courts, and operate and maintain the tennis courts;

WHEREAS, CSISD agrees to allow public access to the tennis courts on the days and during the hours referenced hereinbelow;

WHEREAS, the City and CSISD agree the City will spend no more **than One Hundred Twenty-Five Thousand and No/100 Dollars (\$125,000.00)** for the expenses incurred in the construction of the tennis courts and that any and all additional funds necessary for the construction of the tennis courts will be expended by CSISD;

WHEREAS, the City agrees to maintain the light fixtures and pay for the cost of the electric utilities necessary to provide for the public night access of the tennis courts; and

WHEREAS, the City and CSISD desire to enter into an Interlocal Agreement for the purpose of financially assisting CSISD with the costs associated with the construction of the tennis courts, within the parameters of the designs provided by CSISD.

NOW THEREFORE, for and in consideration of the representations and recitations herein above and the promises and covenants that follow herein below, the parties herein enter into the agreement pursuant to the above-named act to authorize CSISD to contract for these services on behalf of itself and City under the following terms and conditions.

The following establishes the obligations of each party for the tennis courts to be constructed on CSISD property:

1. **Scope of Services**

CSISD will contract with an independent contractor for the construction of tennis courts (hereinafter "Project") in accordance with the design and specifications outlined in the scope of services which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

CSISD may not modify the scope of services without the express written authorization of the City for the Project.

2. **Insurance**

CSISD shall require that the Contractor's insurance coverage be primary with respect to CSISD and the City of College Station, its officials, employees, and volunteers and that the City is included as an "Additional Insured" on the policies required in the contract between CSISD and the Contractor. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be considered in excess of the CSISD's and the Contractor's insurance and shall not contribute to it. **All Certificates of Insurance and endorsements shall be furnished to both the City's and CSISD's Representative and approved by the City and CSISD before work commences on the project.**

3. **Project Cost and Payment Provision**

The City's portion of the cost of the construction of the tennis courts shall not **exceed One Hundred Twenty-Five Thousand and No/100 Dollars (\$125,000.00)**. CSISD agrees to pay for any construction costs associated with this project in excess of **\$125,000.00**. The City shall pay CSISD within ten (10) days of the City's receipt of a detailed, written invoice from CSISD.

4. **Term of Work**

All work on this Project must be completed by **September 1, 2000**. CSISD shall notify the City, in accordance with Paragraph 10, in the event that any extensions to the completion date are anticipated of this Agreement.

5. **Time is of the essence of this Agreement**

CSISD shall be prepared to complete the tennis courts in the most expedient and efficient manner possible in order to complete the work by the date specified hereinabove.

6. **The City and CSISD further agree that:**

- (a) Payments for this service will be taken from the available current revenues of each party.
- (b) The terms and conditions of the Agreement may be modified as provided in Paragraph 10 hereinbelow and upon the mutual consent of both parties. Mutual consent will be demonstrated approval of each governing body of each party hereto.
- (c) CSISD shall have all the rights and obligations of ownership of the tennis courts. This includes all maintenance, liability and insurance requirements that CSISD deems necessary. The City shall have no maintenance, liability or insurance obligations with regard to the tennis courts.
- (d) The public shall have access to the tennis courts during the days and times expressed in Exhibit "B" attached hereto and incorporated by reference.
- (e) The City shall maintain the light fixtures and pay for the electric utilities necessary to provide for night access to the tennis courts by the public.

7. **Termination**

This Agreement may be terminated by either party at any time before the contracts for construction are entered into by CSISD, by providing thirty (30) days advance notice to the non-cancelling party. Notice of termination shall be in writing and provided in accordance with Paragraph 10 herein. If this Agreement is not completed within the time constraints as expressed in Paragraph 4 above, the City may terminate this Agreement as provided herein.

8. **Indemnity**

**To the fullest extent permitted by law, the parties agree to and shall indemnify, hold harmless, and defend the other party, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work contracted for by the parties under this Agreement, provided and only to the extent that any such claim, loss, damage, cause of action, suit, or liability is caused in whole or in part by an act or omission of the parties, any contractor, subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work under this Agreement. This indemnity shall apply regardless of whether such injuries, death, damages, or breach are caused in part by the negligence or omission of the parties, any other party indemnified hereunder, or a third party. Nothing herein will operate to waive or relinquish any claim arising out of or relating to this Agreement which either the City or CSISD may have against each other.**

9. **Invalidity**

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

10. **Written Notice**

Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein.

**College Station Independent School District**  
1812 Welsh  
College Station, Texas 77840  
Attn: Dr. Jim Scales, Superintendent

**City of College Station**  
Parks and Recreation Department  
2613 Texas Avenue South  
College Station, Texas 77840  
Attn: Steve Beachy, Director

11. **Entire Agreement**

It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

12. **Amendment**

No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

13. **Texas Law**

This Agreement has been made under and shall be governed by the laws of the State of Texas.

14. **Place of Performance**

Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

15. **Authority to Enter Contract**

Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.

16. **Waiver**

Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of the City thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

17. **Agreement Read**

The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

18. **Assignment**

This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party.

19. **Multiple Originals**

It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

20. **Effective Date**

This Agreement will be effective when signed by the last party whose signing makes the Agreement fully executed.

COLLEGE STATION INDEPENDENT  
SCHOOL DISTRICT

CITY OF COLLEGE STATION

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lynn McIlhaney, Mayor  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Connie Hooks, City Secretary  
Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Thomas E. Brymer, City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charles Cryan, Director of Fiscal Services

\_\_\_\_\_  
Date